



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Tom Page & Company, Inc.

File: B-231723

Date: September 14, 1988

DIGEST

1. A bid which takes no exception to the invitation's requirements is responsive, because it is an unqualified promise to provide the exact thing called for in the solicitation.
2. Where a bidder takes no exception to the invitation's requirements, the bidder is obligated to provide a complying product upon acceptance of its bid; whether the bidder in fact meets its obligation is a matter of contract administration which the General Accounting Office does not review.

DECISION

Tom Page & Company, Inc. protests award of a contract to DEW, Inc. and D.E. Wurzbach, a joint venture (DEW), by the Department of the Air Force pursuant to invitation for bids (IFB) No. F41800-86-B-7771. The invitation solicited bids for a construction contract which, among other things, required replacing three air compressors and installing a 60-ton air dryer at Kelly Air Force Base, Texas. Page contends that the compressors offered by DEW and presently being supplied to the Air Force by that firm do not meet the IFB's commercial product experience requirement. We deny the protest in part and we dismiss it in part.

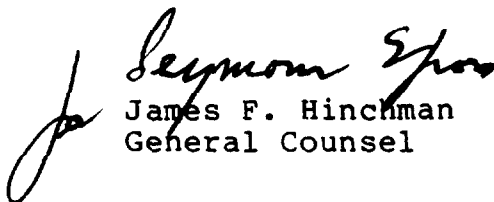
The IFB stated that the compressors to be installed "shall have been in satisfactory commercial and/or industrial use for 2 years prior to bid opening." Page contends that DEW's bid was nonresponsive because DEW never intended to supply conforming compressors. Page also asserts that DEW presently is attempting to supply the Air Force with nonconforming compressors manufactured by Joy Manufacturing Company, and that the 2-year commercial usage requirement has been relaxed by the Air Force in order to allow DEW to install the Joy compressors.

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To the extent that Page contends that DEW's bid is non-responsive, the protest is denied. To be responsive, a bid must represent an unequivocal offer to provide the exact thing called for in the IFB such that acceptance of the bid will bind the contractor in accordance with the solicitation's material terms and conditions. Spectrum Communications, B-220805, Jan. 15, 1986, 86-1 CPD ¶ 49. The IFB did not require bidders to specify what model, or even what brand, of compressor they intended to supply, and there was no requirement that offerors supply any descriptive literature regarding the compressors. Accordingly, DEW's bid only set forth a price for this work indicating that DEW would be obligated to do the work if the Air Force accepted its bid. As DEW's bid was an unqualified offer to install compressors in accord with all material requirements, DEW's bid was responsive. See Hicklin GM Power Co., B-222538, Aug. 5, 1986, 86-2 CPD ¶ 153.

Insofar as Page contends that the compressors DEW will provide under its contract do not meet the 2-year commercial usage requirement, the protest is dismissed. DEW has obligated itself to provide conforming compressors. Whether DEW will actually deliver a compliant product involves a matter of contract administration, which is the responsibility of the contracting agency, not our Office. Process Equipment & Supply Co.--Reconsideration, B-231384.2, June 16, 1988, 88-1 CPD ¶ 578. In this connection, the Air Force advises our Office that it will require DEW to supply commercially proven compressors as required by the IFB. We also note, and all parties to this protest agree, that Joy Manufacturing Company--DEW's compressor supplier--does make at least one model of compressor which meets all IFB requirements, including the commercial usage requirement.

The protest is denied in part and dismissed in part.


James F. Hinchman
General Counsel